

# ROSS VENDOR CODE OF CONDUCT

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Ross Stores, Inc.

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## 1.0 Overview

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Ross is committed to ensuring that working conditions in Ross's supply chain are safe, that workers are treated with respect and dignity, and that manufacturing processes are responsibly undertaken. Not only does Ross require that your merchandise comply with all laws on the federal, state, and local levels, but Ross also requires that your operations comply with national and international standards regarding labor and human rights, health and safety, the environment, ethics, and intellectual property.

Accordingly, Ross has established the general principles below, which represent Ross's minimum expectations and serve only as a starting point for you to evaluate your practices and working conditions, and those of your subcontractors. Failure to do so may result in Ross's suspension of all shipments of your merchandise and termination of your relationship with Ross.

Ross also has a general Code of Business Conduct and Ethics, which contains general conduct requirements for both Ross, its employees and its vendors, available at [Ross Stores - Corporate Governance](#). All vendors are responsible for abiding by the general conduct requirements in Ross's Code of Business Conduct and Ethics.

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## 2.0 Principles

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### **2.1 Labor Standards**

Vendors must comply with applicable national and international laws and regulations with regard to their employment practices and policies, including minimum wage, overtime, and benefits requirements relating to the vendor and to any contractor or subcontractor. No vendor shall use forced or child labor. Vendors must not subject workers to corporal punishment, physical, sexual, psychological, or verbal harassment, or other forms of mental/physical coercion, abuse, or intimidation. Vendors must maintain procedures by which workers may report violations of the standards without fear of reprisal.

To the extent contractors or subcontractors play a role in the production of the goods you supply to us, you must ensure that they, too, adhere to these laws and regulations.

Related Links:

[United States Department of Labor](#)

#### ***Child Labor***

Ross will not continue a relationship with any vendor that uses or permits the use of child labor in any of its facilities. A “child” is any person who is younger than 15 (or 14, if applicable under the law) or younger than the age for completing compulsory education in a country in which such age is higher than 15.

#### ***Forced Labor***

Ross will not continue a relationship with any vendor that uses or permits the use of forced labor in any of its facilities. “Forced labor” is that which is not offered voluntarily and is extracted from a person under the threat of penalty, included but not limited to prison labor, indentured labor, and bonded labor.<sup>1</sup>

#### ***Discrimination***

Vendors must make employment decisions (hiring, wages, benefits, promotions, termination, and retirement) based on ability and competency, and not on personal characteristics, such as gender, age, disability, sexual orientation, race, or religion, among other similar factors.

#### ***Harassment or Abuse***

Vendors must ensure all workers are treated with dignity and respect, and not subject to harassment or abuse in their employment, including physical, verbal, sexual, or psychological harassment or abuse.

#### ***Free Association***

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<sup>1</sup> See Also, Ross Vendor Notice Memo – Forced Labor – China’s Xinjiang Uyghur Autonomous Region (XUAR), which can be found in our Vendor Compliance Manual

Vendors must recognize and respect rights of workers to freedom of association and collective bargaining.

### ***Health and Safety***

Vendors must comply with all applicable, legally mandated standards for workplace health and safety, including but not limited to standards for workplace safety (e.g., applicable workplace or building fire and similar safety codes).

### ***Wages and Benefits***

Vendors must comply with applicable laws regarding worker wages and benefits, as well as applicable local manufacturing or industry practices. Vendors must compensate workers for overtime at legal premium rates. In the absence of such laws, vendors must pay overtime wages at a minimum equal to regular hourly wage rates.

### ***Women's Rights***

Vendors must ensure that women are treated equally in all facets of employment.

### ***Working Hours***

Vendors must operate based on prevailing local work hours and observe applicable laws regarding vacation time, leave period, and holidays. Any time worked beyond the norm must be compensated according to local labor laws.

## **2.2 Improper Payments and the Foreign Corrupt Practices Act**

Vendors must not participate in any bribes, kickbacks, or other similar unlawful or improper payments given or received by any person to obtain or retain business. Vendors must comply with the Foreign Corrupt Practices Act, which prohibits giving money or anything of value to foreign government officials, foreign political parties, or foreign political candidates for the purpose of influencing a foreign government. This includes giving payments or anything of value to intermediaries, such as sales representatives.

### ***Related Links:***

[United States Department of Justice - Foreign Corrupt Practices Act](#)

## **2.3 Intellectual Property**

Any vendor selling Ross branded merchandise must ensure it is authorized to sell such merchandise to Ross and that selling such merchandise to Ross will not interfere or infringe on the intellectual property or other rights of any third party, including the brand owner.

## **2.4 Recordkeeping**

Many of the statutes, regulations, standards, and requirements discussed in this manual contain provisions on recordkeeping. It is your responsibility to know when recordkeeping provisions apply to the products you sell

to Ross. Similarly, Ross has recordkeeping responsibilities in certain situations. You must provide Ross with records it requests pursuant to these obligations within a reasonable time of Ross requests.

## **2.5 Reporting and Recalls**

If you learn of any information, such as a consumer complaint or other incident, which indicates that your product may not comply with an applicable federal, state, or local consumer product safety law, standard, or regulation, you may need to file a report with appropriate governmental authorities, including, but not limited to, the CPSC pursuant to Section 15(b) of the Consumer Product Safety Act.

Section 15(b) requires that you report to the CPSC upon obtaining information which reasonably supports the conclusion that a product (1) does not comply with a consumer product safety rule or (2) contains a defect that could create a substantial risk of injury or presents an unreasonable risk of serious injury or death.

Similarly, you may be required to recall a product from consumers if it fails to comply with applicable consumer product safety laws, standards, or regulations, including, but not limited to, the CPSIA and California's Proposition 65.

If you learn of an issue in which reporting or recall obligations may arise, you must report this to Ross immediately.

### ***Related Links:***

[Consumer Product Safety Commission - Recall Guidance](#)

## **2.6 De-Labeling of Returned / Canceled Goods**

If an order is canceled or returned for any reason, all Ross price stickers and/or hangtags must be immediately removed from the merchandise. Should the product be resold by vendor, it must bear no Ross markings, tags or identification.

## **2.7. Ross Vendor Compliance and Indemnity Agreement\***

Ross requires that you execute and return our standard form merchant vendor indemnification agreement before selling any product to Ross.

Please be aware that whether or not you have signed an indemnification agreement, you are responsible for complying with the terms and conditions in Ross purchase orders (which are incorporated by reference into the indemnification agreement), including the obligation to defend and indemnify Ross if a claim is brought against Ross regarding a product you sell Ross. This applies to all products you supply to Ross.

## **2.8. Product Testing and Protocols**

Ross is committed to ensuring that products sold at its stores are safe for their intended use and comply with applicable mandatory and industry standards. Ross' product compliance processes are aligned with industry requirements, and they include, but are not limited to Ross-specific testing protocols for certain product categories, which serve as a baseline for compliance.

These protocols prescribe regulations/standards applicable to specific products and the testing methods necessary to verify compliance, representing Ross' ***minimum expectations*** for the products you supply to us—you remain responsible for ensuring the products you supply to us comply with all applicable laws, regulations, rules, and standards and that they are tested by a third-party testing lab to confirm compliance with both mandatory and industry safety standards. Additionally, CPSIA-related testing for products intended for children age 12 and under must be conducted by a CPSC-accepted lab.

Protocols are available at Bureau Veritas (OneSource), SGS, and Intertek. If there is no specific Ross protocol for the products you are providing to us, you should continue to partner with your third-party testing lab to determine the requirements applicable to your products.

## **2.9. Pricing**

Vendors must comply with applicable national and international laws and regulations with regard to their pricing practices. It is your responsibility to know when particular pricing laws and provisions apply to the products you sell to Ross, including but not limited to the CA and NY Pink Tax laws. Pursuant to these obligations, you must provide Ross with any records it requests related to your pricing within three days of Ross requesting this information.

*\* Also known as Ross Vendor Indemnification Agreement*